

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

CIARA BOOTHE, on behalf of herself and all others similarly situated,)	
)	
)	
Plaintiff,)	
)	Case No.: 3:18-cv-00702
v.)	
)	JURY DEMAND
)	
ANDRADE'S CLEAN UP, INC., THE BEST TURN, INC. d/b/a ANDRADE'S CLEAN UP, and JORGE ANDRADE, individually,)	JUDGE CAMPBELL MAGISTRATE JUDGE HOLMES
)	
)	
Defendants.)	

**REVISED ORDER APPROVING SETTLEMENT
AGREEMENT AND DISMISSING WITH PREJUDICE**

This matter came before the Court upon the Joint Motion to Approve Settlement Agreement and Dismiss with Prejudice filed by Plaintiff Ciara Boothe (the “Named Plaintiff”), both on behalf of herself and the individuals who opted into this lawsuit (the “Opt-In Plaintiffs”) (collectively, the “Plaintiffs”), and Andrade’s Clean Up, Inc., The Best Turn, Inc. d/b/a Andrade’s Clean Up, and Jorge Andrade (collectively, the “Defendants”) (collectively, the “Parties”). Upon consideration of the Joint Motion and the Court’s review of the Parties’ Settlement Agreement (the “Agreement”), the Court finds as follows:

The Plaintiffs filed this lawsuit on July 30, 2018 and a Second Amended Complaint against Defendants on January 10, 2019, in the Middle District of Tennessee (the “Lawsuit”). In the Lawsuit, the Plaintiffs assert they were not paid time and one-half their regular rate of pay for all hours worked over 40 in a work week in violation of the Fair Labor Standards Act (“FLSA”),

29 U.S.C. § 201, *et seq.*, including 29 U.S.C. § 207. To the contrary, Defendants assert that Plaintiffs were paid in full compliance with the FLSA. The Parties therefore have a bona fide dispute regarding Plaintiffs' FLSA claims.

The Agreement includes: (1) a payment to Named Plaintiff in the amount of \$2,778.94; (2) a payment to Opt-In Plaintiff Roberto Garcia Arbolaez in the amount of \$2,778.94; (3) a payment to Opt-In Plaintiff Maurillio Garcia Romero in the amount of \$4,346.59; (4) a payment to Opt-In Plaintiff Adriel Garcia Batres in the amount of \$6,058.94; and (5) a payment to Plaintiffs' counsel at Florin, Gray, Bouzas, & Owens, LLC in the amount of \$19,036.59, for fees and expenses.

The Agreement also includes: (1) a non-admissions clause; (2) a release of all Named Plaintiffs' and Opt-In Plaintiffs' claims against Defendants, except those claims that cannot be released under applicable law; and (3) dismissal with prejudice of Plaintiffs' claims in the Lawsuit.

As set forth in the Parties' Joint Motion, Plaintiffs have been represented by counsel throughout the pendency of the Lawsuit. The Parties exchange initial disclosures, which enabled them to assess the potential risks of litigation. While conducting early discovery, representatives for both Parties reached a negotiated settlement of the claims of the Lawsuit without admission of Defendants liability. Plaintiffs' counsel believes the settlement is fair, adequate, reasonable, and is in the Named Plaintiff and Opt-In Plaintiff's best interests.

The Court finds that the provisions in the Agreement and the totality of the settlement and the circumstances surrounding the negotiation of the settlement constitute a "fair and reasonable" resolution of a bona fide dispute regarding the claims released by the Agreement.

Accordingly, it is hereby **ORDERED** that the Joint Motion is **GRANTED**. The Plaintiffs' claims in the Lawsuit are hereby **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED this 30th day of January, 2020.



Judge

APPROVED FOR ENTRY:

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